

Terms and Conditions

1. The Active Kids Holiday Program is a multi-sport and activity-based school holiday program for children aged 4 to 12 years, operated by Murdoch University (**Murdoch or the University**) of 90 South Street, Murdoch, Western Australia.
2. To be eligible to enrol in the Program, children must have completed at least one full term of kindergarten or a higher level of schooling.
3. Information about the Active Kids Holiday Program (**Program**), including program details and activity schedules, is provided at the start of this enrolment form and is also available on the Murdoch Sports website at: <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>.
4. By enrolling a child (**Participant**) in the Program, the parent or guardian agrees to these Terms and Conditions on behalf of the Participant.
5. Parents and guardians agree, where appropriate, to take reasonable steps to ensure that the Participant understands and complies with these Terms and Conditions.
6. These Terms and Conditions are available to parents and guardians through their Enrolmy account at the time of registration and can also be accessed via the Murdoch Sports website at the link above.

Enrolments

7. To confirm a Participant's enrolment in the Program, full payment of the applicable fees must be received by Murdoch within two (2) hours of the booking request being made.
8. Enrolments are made online. Parents and guardians can enrol a child by creating an account at: <https://enrolmy.com/login>.
9. A Participant will not be considered enrolled in the Program until payment has been received in accordance with these Terms and Conditions.

10. Requests for late enrolment may be considered subject to program capacity, staff availability, and safety requirements on the relevant day.
11. Parents and guardians must comply with the Program's stated hours of operation, including designated drop-off and pick-up times, as set out in the enrolment form and/or online booking system.
12. Scheduled drop-off time for each Program day is between 8:00 am and 9:00 am. The Participant is required to be signed-in into the Program each day by an authorised person, as listed on the Participant's Enrolmy profile.
13. Scheduled pick-up time for each Program day is between 3:00 pm and 5:00 pm.
14. A late pick-up fee of \$1 per minute, per child will apply where a Participant is signed out after 5:00 pm, to cover additional supervision and staffing requirements.
15. Murdoch provides supervision during designated Program hours while Participants are engaged in scheduled Program activities. Outside these hours, responsibility for the Participant rests with the parent or guardian, unless otherwise agreed in writing.
16. Murdoch will only release a Participant into the care of persons listed as authorised pick-up in the Participant's Enrolmy profile.
17. Changes to authorised drop-off and pick-up details may only be made by the Participant's primary contact listed in the Participant's Enrolmy profile and must be provided in writing and confirmed before collection occurs.
18. Murdoch relies on the accuracy and completeness of information provided by parents and guardians, including authorised pickup details, medical information, and emergency contacts. Parents and guardians are responsible for ensuring this information remains current. Murdoch is not responsible for any consequences arising from inaccurate, outdated, or incomplete information provided.

19. You acknowledge and agree the Participant must not leave designated Program areas or Murdoch University facilities during Program hours without the knowledge, consent, and supervision of an authorised Murdoch staff member. If a Participant is unaccounted for, leaves a designated area without authorisation, or cannot be immediately located, Murdoch will initiate its *Child Safety and Missing Child Response Procedure*.

Child Safety and Missing Child Response Procedure

Murdoch maintains a *Child Safety and Missing Child Response Procedure* designed to prioritise child safety and rapid escalation. Parents and guardians acknowledge and consent to Murdoch notifying Campus Security, emergency services, and the Participant's parent or guardian where a Participant cannot be immediately located or where circumstances indicate concern for the Participant's safety.

Medical Conditions

20. Parents and guardians must inform Murdoch of all known allergies, medical conditions, and health needs of the Participant at the time of enrolment.

21. Parents and guardians confirm that all relevant allergies, medical conditions, and health information relating to the Participant have been fully and accurately disclosed as part of the enrolment process.

22. Parents and guardians consent to Murdoch University, or its authorised representatives, arranging first aid, medical treatment, or hospital care for the Participant where reasonably necessary in the event of injury, accident, or illness during the Program.

23. Parents and guardians acknowledge that they are responsible for any costs associated with medical treatment provided to the Participant, including ambulance transport, where applicable.

24. If a Participant feels unwell or needs to leave the Program before the scheduled end time, the Participant must notify a Murdoch staff member. Murdoch will make reasonable efforts to contact a parent or guardian and obtain consent before permitting the Participant to leave the Program, unless emergency circumstances require otherwise.
25. Parents and guardians agree to inform Murdoch of any custody arrangements, court orders, or other circumstances relating to the Participant that may affect care, supervision, or authorised collection.
26. Parents and guardians agree to ensure the Participant brings and wears a suitable hat during Program periods conducted in January and September/October. If a Participant attends the Program without a hat, parents and guardians agree that Murdoch may supply an Active Kids hat and charge the cost to the parent or guardian.

Program Changes

27. Murdoch may update Program activities from time to time. Where possible, updated information will be communicated to parents and guardians via the Murdoch Active website and/or Murdoch Active Facebook page at: <https://www.murdoch.edu.au/murdoch-sports/events-and-programs/active-kids-holiday-program>.
28. Murdoch reserves the right to review and amend Program fees and pricing structures. Any changes will not affect confirmed enrolments that have already been paid for.

Cancellations and Credits

29. Where a Participant is unable to attend the Program, Murdoch may issue a credit in the following circumstances:
 - Cancellations made more than seven (7) days before the start of the Program will be eligible for a credit, valid for Programs commencing within 12 months from the date of issue.

- Cancellations made fewer than seven (7) days before the first day of the Program will only be eligible for a credit where a valid reason is provided, together with supporting documentation (such as a medical certificate or evidence of travel). If approved, the credit will be valid for Programs commencing within 12 months from the date of issue.

30. Credits are non-transferable and cannot be redeemed for cash. All requests for credits must be submitted by email to ActiveKids@murdoch.edu.au.

31. All credits must be used for eligible Programs commencing within 12 months from the date the credit is issued, after which they will expire.

Personal Data Use and Privacy

32. By enrolling a child in the Program, parents and guardians warrant that all personal information provided about themselves and the Participant is true, accurate, and current.

33. Murdoch University collects, uses and stores personal information for the purposes of administering the Program, ensuring the safety and wellbeing of Participants, communicating with parents and guardians, and fulfilling its legal and operational obligations.

34. Subject to applicable laws, parents and guardians consent to Murdoch using their contact details to provide information about Murdoch Active programs, services and activities. Parents and guardians may opt out of receiving such communications at any time in accordance with Murdoch's Privacy Policy.

35. Murdoch will not use or disclose personal information for any purpose other than those described in these Terms and Conditions or Murdoch's Privacy Policy, unless required or authorised by law.

36. Parents and guardians acknowledge that, where Murdoch reasonably believes it is necessary to prevent or lessen a serious threat to a Participant's life, health or safety, Murdoch may collect, use or disclose relevant personal information to Campus Security Services, police or emergency services or relevant Murdoch University personnel involved in managing the incident. Any such use or disclosure will be limited to information that is reasonably necessary to respond to the situation and will be handled in accordance with applicable privacy obligations.
37. Information about how Murdoch University manages personal information, and the rights of individuals in relation to that information, is available in Murdoch University's Privacy Policy at <https://goto.murdoch.edu.au/Privacy>.

Miscellaneous

38. Parents and guardians must promptly notify Murdoch of any changes to their address, contact telephone numbers, email address, or the details of persons authorised to collect the Participant, after an enrolment has been completed.
39. These Terms and Conditions are governed by and construed in accordance with the laws of Western Australia.

Release, Acknowledgements and Indemnity

40. Parents and guardians confirm that they are the parent or legal guardian of the Participant and agree to the Participant's enrolment and participation in the Program.
41. Parents and guardians acknowledge that the Participant will take part in a range of sporting and recreational activities as part of the Program.
42. Parents and guardians consent to the matters set out in these Terms and Conditions.

43. Parents and guardians confirm that, to the best of their knowledge, the Participant is physically and medically fit to participate in the Program activities, subject to any medical information disclosed at enrolment.
44. Parents and guardians acknowledge that participation in sporting and recreational activities may involve inherent risks that cannot be entirely eliminated despite the exercise of reasonable care.
45. Parents and guardians acknowledge that they have had the opportunity to seek further information about the Program and its activities and to ask questions before enrolling the Participant.
46. To the extent permitted by law, Murdoch is not liable for personal injury, loss, or damage arising from risks inherent in Program activities that could not reasonably have been avoided through the exercise of reasonable care.
47. Parents and guardians agree to indemnify Murdoch University and its officers, employees, contractors, and agents against claims arising from their own acts or omissions, or the acts or omissions of the Participant, in connection with participation in the Program, to the extent permitted by law.
48. Parents and guardians agree that an electronic signature provided in connection with these Terms and Conditions has the same legal effect as a handwritten signature.
49. Nothing in these Terms and Conditions excludes or limits Murdoch's obligations in relation to child supervision, safeguarding responsibilities, or any liability that cannot be excluded under law.